

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

ROBERT A. NITSCH, JR., ET AL.,

PLAINTIFFS,

CASE NO. CV-14-04062-LHK

VS.

SAN JOSE, CALIFORNIA

DREAMWORKS ANIMATION SKG INC.,  
ET AL.,

JUNE 23, 2016

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DEFENDANTS.

TRANSCRIPT OF PROCEEDINGS  
BEFORE THE HONORABLE LUCY H. KOH  
UNITED STATES DISTRICT JUDGE

A-P-P-E-A-R-A-N-C-E-S

FOR THE PLAINTIFFS: COHEN, MILSTEIN, SELLERS & TOLL PLLC  
BY: BRENT W. JOHNSON  
1100 NEW YORK AVENUE, NW  
SUITE 500 WEST TOWER  
WASHINGTON, D.C. 20005

SUSMAN GODFREY LLP  
BY: MATTHEW ROBERT BERRY  
1201 THIRD AVENUE, SUITE 3800  
SEATTLE, WASHINGTON 98101

HAGENS, BERMAN, SOBOL, SHAPIRO LLP  
BY: JEFF D. FRIEDMAN  
715 HEARST AVENUE, SUITE 202  
BERKELEY, CALIFORNIA 94710

(APPEARANCES CONTINUED ON THE NEXT PAGE.)

OFFICIAL COURT REPORTER: IRENE L. RODRIGUEZ, CSR, RMR, CRR  
CERTIFICATE NUMBER 8074

PROCEEDINGS RECORDED BY MECHANICAL STENOGRAPHY,  
TRANSCRIPT PRODUCED WITH COMPUTER.

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A P P E A R A N C E S: (CONT'D)

FOR THE DEFENDANTS: JONES DAY  
BY: DAVID C. KIERNAN  
SARAH CONWAY  
555 CALIFORNIA STREET, 26TH FLOOR  
SAN FRANCISCO, CALIFORNIA 94104  
  
WILLIAMS & CONNOLLY LLP  
BY: JONATHAN B. PITT  
725 TWELFTH STREET, N.W.  
WASHINGTON, D.C. 20005

1 SAN JOSE, CALIFORNIA

JUNE 23, 2016

2 P R O C E E D I N G S

3 (COURT CONVENED.)

4 THE CLERK: CALLING CASE 14-CV-04062, IN RE:  
5 ANIMATION.

6 IF THE PARTIES WOULD PLEASE STATE THEIR APPEARANCES FOR  
7 THE RECORD.

8 MR. JOHNSON: BRENT JOHNSON OF COHEN MILSTEIN FOR  
9 THE PLAINTIFFS, YOUR HONOR.

10 THE COURT: OKAY. GIVE ME JUST ONE SECOND, PLEASE.  
11 THANK YOU.

12 MR. FRIEDMAN: JEFF FRIEDMAN FROM HAGENS, BERMAN,  
13 SOBOL & SHAPIRO, YOUR HONOR. GOOD AFTERNOON.

14 THE COURT: GOOD AFTERNOON.

15 MR. BERRY: MATT BERRY FROM SUSAN GODFREY FOR THE  
16 PLAINTIFFS.

17 THE COURT: GOOD AFTERNOON.

18 MR. PITT: GOOD AFTERNOON, YOUR HONOR.  
19 JONATHAN PITT FROM WILLIAMS & CONNOLLY FOR BLUE SKY STUDIOS.

20 THE COURT: OKAY. GIVE ME ONE SECOND, PLEASE.

21 MR. PITT: SURE.

22 THE COURT: OKAY. THANK YOU.

23 MR. KIERNAN: GOOD AFTERNOON, YOUR HONOR.  
24 DAVID KIERNAN WITH JONES DAY ON BEHALF OF SONY PICTURES  
25 ANIMATION AND SONY PICTURES IMAGEWORKS AND WITH ME IS

1 SARAH CONWAY ALSO WITH JONES DAY.

2 THE COURT: OKAY. IF YOU WOULD GIVE ME ONE SECOND,  
3 PLEASE. I HAD ORRICK HERRINGTON AS COUNSEL FOR SONY.

4 THE CLERK: HE WAS HERE ON THE LAST APPEARANCE.

5 THE COURT: SO MR. KIERNAN WITH JONES DAY. AND I  
6 APOLOGIZE, WHO IS HERE WITH YOU TODAY?

7 MR. KIERNAN: SARAH CONWAY ALSO WITH JONES DAY.

8 THE COURT: OKAY. THANK YOU. OKAY. THANK YOU.

9 OKAY. SO EVERYONE IS HERE. OKAY. GREAT. THANK YOU.  
10 AND THANK YOU FOR YOUR PATIENCE. LET ME ASK, SHOULD WE TAKE A  
11 BREAK?

12 WHAT DO YOU EXPECT THE ADMINISTRATIVE COSTS TO BE?

13 MR. JOHNSON: YOUR HONOR, IF WE DO -- MAYBE I SHOULD  
14 JUST SAY ONE THING UPFRONT.

15 THE COURT: OKAY.

16 MR. JOHNSON: AND YOU MAY HAVE HEARD THIS FROM  
17 MS. SAKAMOTO BECAUSE I JUST SENT AN E-MAIL. PLAINTIFFS DO NOT  
18 INTEND TO AMEND THEIR COMPLAINT.

19 THE COURT: OKAY.

20 MR. JOHNSON: AND THAT HAS AN EFFECT ON WHAT WE'RE  
21 DOING HERE TODAY.

22 IF WE HAD INTENDED TO AMEND AND THEN PRESUMABLY TO SEEK  
23 AND EXPAND A CLASS DEFINITION, WE WOULD HAVE JUST ASKED YOU TO  
24 APPROVE THE NOTICES FOR THE TWO SETTLEMENTS NOW.

25 THE COURT: OKAY.

1 MR. JOHNSON: BUT SINCE WE'RE NOT GOING TO DO THAT,  
2 WE THINK IT'S APPROPRIATE AND EFFICIENT TO ASK YOU TO APPROVE A  
3 NOTICE THAT INCLUDES NOT ONLY THE TWO SETTLEMENTS BUT ALSO THE  
4 LITIGATION CLASS NOTICE.

5 WE HAVE NOT PUT THAT BEFORE YOU, YOUR HONOR. WE HAVE JUST  
6 RECENTLY MADE THE DECISION NOT TO AMEND. I APOLOGIZE THAT IT'S  
7 NOT BEFORE YOU, BUT WE THINK WE CAN DO THAT PRETTY QUICKLY AND  
8 CAN CONSULT WITH THE DEFENDANTS AND GET THAT TO YOU PROBABLY  
9 MID NEXT WEEK, MAYBE WEDNESDAY IF THAT SOUNDS OKAY.

10 THE COURT: OKAY. YOUR DEADLINE TO AMEND THE  
11 COMPLAINT WAS LIKE TOMORROW, RIGHT, OR THE 25TH? WHEN WAS  
12 THAT?

13 MR. JOHNSON: THE DEADLINE TO AMEND THE COMPLAINT?  
14 I DON'T KNOW THAT WE HAD A DEADLINE, YOUR HONOR.

15 THE COURT: YES, I THINK IT WAS 30 DAYS FROM THE  
16 ORDER WHICH WOULD HAVE BEEN MAY 25TH.

17 MR. JOHNSON: BUT NEVERTHELESS, WE DON'T INTEND TO  
18 AMEND.

19 THE COURT: YOU DON'T INTEND TO AMEND.

20 OKAY. I GUESS I HAVE TO SEE WHAT THE NOTICE LOOKS LIKE.  
21 I MEAN, THERE ARE TWO DIFFERENT CLASS DEFINITIONS SO IT MIGHT  
22 BE A LITTLE BIT CONFUSING, RIGHT? I MEAN, THE SETTLEMENT  
23 NOTICE WILL GO TO ALL OF THE CLASS MEMBERS OF ALL OF THE  
24 DEFENDANTS; CORRECT?

25 MR. JOHNSON: IT WOULD BUT SINCE THE LITIGATION

1 CLASS THAT YOU CERTIFIED IS A SUBSET OF THE SETTLEMENT CLASS,  
2 WE COULD COMBINE THEM. IT OBVIOUSLY SAVES MONEY, AND IT SAVES  
3 TIME. YOU KNOW, YOU CAN ARGUE ONE WAY OR THE OTHER WHETHER OR  
4 NOT IT WOULD BE MORE OR LESS CONFUSING TO GET TWO NOTICES  
5 INSTEAD OF ONE, BUT WE THINK IT'S BEST ON BALANCE TO DO ONE.

6 THE COURT: OKAY. AND YOU WILL VERY CLEARLY EXPLAIN  
7 SO FOLKS RECEIVING THAT NOTICE DON'T GET CONFUSED.

8 MR. JOHNSON: WE WILL DO OUR VERY BEST, YOUR HONOR.

9 THE COURT: OKAY. WELL, LET ME JUST RESERVE  
10 JUDGMENT UNTIL I SEE WHAT YOU'RE GOING TO DO.

11 MR. JOHNSON: SURE.

12 THE COURT: WHEN DO YOU THINK YOU COULD DO THAT AND  
13 THEN MAYBE I CAN TELL YOU SOME ISSUES I HAVE WITH THE NOTICE  
14 AND YOU CAN INCORPORATE WITH THAT?

15 MR. JOHNSON: WE THOUGHT IT WOULD BE HELPFUL TO SEE  
16 WHAT ISSUES YOU HAD WITH THE SETTLEMENT CLASS NOTICE NOW AND  
17 THEN WE'LL INCORPORATE THEM WITH THE LITIGATION CLASS NOTICE,  
18 INCORPORATE THOSE CHANGES.

19 WE THINK WE CAN DO IT BY WEDNESDAY AND WE CAN PROBABLY GET  
20 IT TO THE DEFENDANTS HOPEFULLY TOMORROW AND THEN HOPEFULLY HEAR  
21 THEIR FEEDBACK, BOTH SETTLING AND NON-SETTLING, AND GET IT TO  
22 YOU BY WEDNESDAY.

23 THE COURT: OKAY. THAT WOULD BE JUNE 29TH.

24 MR. JOHNSON: THAT SOUNDS RIGHT TO ME.

25 THE COURT: OKAY. ALL RIGHT. WELL, LET'S -- YOU

1 KNOW, I MEAN, I CAN CERTAINLY SEE THE COST SAVINGS AND IT MAY  
2 BE EASIER FOR THE CLASS BUT YOU MAY WANT TO MAKE SURE IT  
3 DOESN'T GET CONFUSING SINCE THE DEFINITIONS ARE DIFFERENT.

4 MR. JOHNSON: I UNDERSTAND THAT. I WILL MENTION  
5 THAT OBVIOUSLY YOU DIDN'T HAVE THE ISSUE OF THE TWO DIFFERENT  
6 CLASS DEFINITIONS BUT IN HIGH-TECH, IF YOU REMEMBER, A COUPLE  
7 YEARS AGO YOU APPROVED THE SETTLEMENT, THE INITIAL SETTLEMENTS  
8 THERE AND THEN YOU CERTIFIED THE LITIGATION CLASS A WEEK LATER.  
9 PLAINTIFFS CAME BACK TO YOU AND SENT YOU A LETTER WITH AN  
10 AMENDED NOTICE AND DOING EXACTLY THAT SAME THING AND SO THE  
11 NOTICE AND LITIGATION CLASS NOTICE IN ONE.

12 THE COURT: OKAY. OKAY. ALL RIGHT.

13 MR. JOHNSON: I CAN ANSWER YOUR INITIAL QUESTION IF  
14 YOU WOULD LIKE.

15 THE COURT: THE ADMINISTRATIVE COSTS?

16 MR. JOHNSON: YEAH.

17 THE COURT: YES, LET'S GET TO THAT.

18 MR. JOHNSON: SO WE DON'T THINK IT WILL BE ANYTHING  
19 MORE THAN 150,000 AND PROBABLY SIGNIFICANTLY LESS THAN THAT.

20 THE COURT: OKAY.

21 MR. JOHNSON: THAT WOULD INCLUDE THE COST OF SENDING  
22 E-MAIL NOTICE UP TO 10,000 OR A LITTLE OVER 10,000 CLASS  
23 MEMBERS AND MAILING A 36 PAGE OR SO, WHATEVER IT TURNS OUT TO  
24 BE IN THE END, NOTICE TO ANY NUMBER OF CLASS MEMBERS THAT WE  
25 CAN'T REACH BY E-MAIL THAT WILL INCLUDE ADDRESS SEARCHES AND

1 E-MAILS FOR UNDELIVERABLE MAIL, PHONE SUPPORT AND WEBSITE AND  
2 DATA INTAKE AND DISTRIBUTION IN DEALING WITH THE TAX REPORTING  
3 AND COSTS FOR A MEDIA CAMPAIGN THAT WILL BE INTERNET, MEDIA,  
4 SOCIAL MEDIA AND DISPLAY, BANNER ADS TO FOLLOW UP WITH CLASS  
5 MEMBERS.

6 SO YOU'LL HAVE DIRECT NOTICE BY E-MAIL AND DIRECT NOTICE  
7 BY MAIL FOR ANYBODY WE DON'T HAVE AN E-MAIL FOR AND THEN KIND  
8 OF BELT AND SUSPENDERS KIND OF AN INTERNET CAMPAIGN.

9 THE COURT: OKAY. AND WHAT IS YOUR LODESTAR SO FAR?

10 MR. JOHNSON: OUR LODESTAR IS I THINK IT'S JUST  
11 SHORT OF 7.5 MILLION, YOUR HONOR.

12 THE COURT: OKAY. AND HOW ARE YOU GOING TO -- I  
13 THINK THE WAY IT WAS DONE IN HIGH-TECH IS THAT I DON'T RECALL  
14 THERE BEING ANY FEES FOR THAT SETTLEMENT. I THINK BASICALLY  
15 EVERYTHING WENT TO COSTS, AND I THINK THE EXPERT IN THAT CASE.  
16 IS THAT HOW YOU'RE PLANNING TO DO THIS ONE AS WELL?

17 MR. JOHNSON: I THINK, YOUR HONOR, THEY ASKED FOR  
18 25 PERCENT OF THOSE INITIAL THREE SETTLEMENTS, AND I BELIEVE  
19 THAT'S WHAT YOU AWARDED AND WE --

20 THE COURT: NO, I'M TALKING ABOUT THE FIRST 20  
21 MILLION.

22 MR. JOHNSON: YES.

23 THE COURT: I RECALL, I THINK, THAT EXPERT FEES WERE  
24 AROUND 4 AND SO THEY ASKED FOR A TOTAL OF 5 MILLION BUT THE  
25 VAST MAJORITY OF THAT MONEY WENT TO PAY FOR THEIR EXPERT,



1 MR. LEEMER.

2 MR. JOHNSON: I'M ALMOST SURE THAT YOU AWARDED  
3 25 PERCENT ON THE INITIAL SET OF SETTLEMENTS. SOME OF MY  
4 COUNSEL WHO WERE INVOLVED IN HIGH-TECH MIGHT REMEMBER THAT.

5 THE COURT: OKAY.

6 MR. JOHNSON: I MIGHT HAVE YOUR HIGH-TECH ORDER.

7 THE COURT: IT'S OKAY. IT'S NOT IMPORTANT.

8 MR. JOHNSON: BECAUSE YOU REMEMBER IN THE FINAL FEES  
9 DECISION, YOU BLENDED THAT 25 PERCENT AND THEN THERE WAS FOR  
10 THE MUCH LARGER SETTLEMENT I THINK YOU GAVE THEM 9.8 PERCENT.  
11 THE BLEND TURNED OUT TO BE 10.5. SO THERE HAD TO BE SOME  
12 NUMBER THAT YOU WERE AVERAGING WITH THE ONE THAT YOU DID WITH  
13 THE BIGGER SETTLEMENT.

14 THE COURT: UH-HUH. WELL, HOW ARE YOU GOING TO  
15 DIVIDE UP -- I MEAN, I ASSUME THE LODESTAR IS FOR THE ENTIRE  
16 CASE FOR ALL DEFENDANTS?

17 MR. JOHNSON: THAT'S RIGHT, YOUR HONOR.

18 THE COURT: IT'S NOT JUST YOUR LODESTAR FOR THESE  
19 TWO DEFENDANTS, RIGHT? THAT'S THE WHOLE CASE?

20 MR. JOHNSON: THAT'S CORRECT. THAT'S THE WHOLE  
21 CASE. WE NEVER REALLY BREAK IT DOWN BY DEFENDANT. WE WOULD  
22 ANTICIPATE ASKING FOR THIS AS OUR CURRENT, YOU KNOW, CURRENT  
23 POSITION. I DON'T KNOW IF IT'S COMPLETELY CONFIRMED AMONG US,  
24 BUT THE EXPECTATION NOW IS THAT WE WOULD ASK FOR 25 PERCENT IN  
25 FEES AND THEN WE HAVE I THINK 1.35 MILLION IN EXPENSES RIGHT

1 NOW.

2 THE COURT: OH, THAT'S IT?

3 MR. JOHNSON: IT'S SIGNIFICANTLY LESS, YOUR HONOR.

4 THE COURT: WOW, DR. ASHENFELTER WAS A LOT CHEAPER.

5 MR. JOHNSON: I DON'T KNOW IF THAT'S THE CASE.

6 THE COURT: HE DIDN'T DO TWO ROUNDS. HE DIDN'T DO  
7 TWO ROUNDS OF REPORTS EITHER.

8 MR. JOHNSON: THAT MIGHT BE RIGHT, YOUR HONOR. I  
9 WOULDN'T CALL DR. ASHENFELTER CHEAP.

10 THE COURT: NO, I'M SURE HE'S NOT BUT, I MEAN, I'M  
11 JUST SAYING RELATIVELY THOSE EXPENSES ARE --

12 MR. JOHNSON: IT HAS TO BE A FUNCTION OF THE AMOUNT  
13 OF WORK THAT HAD BEEN DONE IN HIGH-TECH. I FORGET EXACTLY WHAT  
14 THEY WERE.

15 THE COURT: SURE. SURE. AND THEY WENT THROUGH TWO  
16 ROUNDS OF CLASS CERT, TWO ROUNDS OF EXPERT DISCOVERY. I MEAN,  
17 IT WAS -- AND YOU ALL HAD THE BENEFIT OF THAT WORK AND PROBABLY  
18 DR. ASHENFELTER DIDN'T HAVE TO POTENTIALLY DO EVERYTHING THAT  
19 DR. LEEMER DID. ANYWAY, IT DOESN'T MATTER. I'M DIGRESSING.  
20 THAT'S FINE.

21 OKAY. I WASN'T SURE -- IT'S UNCLEAR HERE LIKE WHAT IS THE  
22 NUMBER OF CLASS MEMBERS, WHAT IS THE EXPECTED DISTRIBUTION TO  
23 THIS CLASS? DO YOU EVEN HAVE THAT INFORMATION?

24 MR. JOHNSON: SURE, I DO.

25 THE COURT: OKAY. SO WHAT'S THE -- LET'S BREAK IT

1 DOWN BLUE SKY VERSUS SONY?

2 MR. JOHNSON: LET ME GET MY SHEET OPEN WITH THOSE  
3 NUMBERS, YOUR HONOR.

4 SO THE SETTLEMENT CLASS, WHICH IS THE SAME THING AS THE  
5 CLASS WE PROPOSED TO YOU INITIALLY ON CLASS CERTIFICATION, THE  
6 2001 TO 2010 CLASS HAS 10,042 MEMBERS.

7 THE COURT: SO THAT NUMBER HAS NOT CHANGED SINCE THE  
8 CLASS CERT HEARING. THAT WAS THE SAME NUMBER.

9 MR. JOHNSON: CORRECT. SO 2,038 OF THOSE CLASS  
10 MEMBERS HAVE WORKED AT SONY.

11 THE COURT: OKAY.

12 MR. JOHNSON: BUT REMEMBER THAT MEMBERS OF OUR CLASS  
13 MAY HAVE WORKED FOR MULTIPLE DEFENDANTS.

14 THE COURT: RIGHT.

15 MR. JOHNSON: 578 OF THEM HAVE WORKED AT BLUE SKY.

16 THE COURT: OKAY.

17 MR. JOHNSON: AND THEN FOR RECOVERY, YOUR HONOR, WE  
18 THINK THE AVERAGE, IF YOU ASSUME IN \$18.95 MILLION FUND BETWEEN  
19 THE TWO SETTLEMENTS, IF IT YOU WERE TO AWARD A 25 PERCENT FEE,  
20 I THINK I HAVE 1.5 MILLION IN EXPENSES AND IT'S ACTUALLY A HAIR  
21 LESS THAN THAT, AND \$100,000 IN ADMINISTRATION COSTS, YOU WOULD  
22 HAVE A \$12.6 MILLION NET SETTLEMENT FUND --

23 THE COURT: OKAY. WAIT. I'M SORRY. I'M TRYING TO  
24 KEEP UP WITH YOU.

25 MR. JOHNSON: SURE.

1 THE COURT: SO THAT'S ADMINISTRATIVE COSTS, AND  
2 1.3 MILLION IN EXPENSES. OKAY. WHAT DOES THAT WORK OUT TO?

3 MR. JOHNSON: SO I THINK THE NET SETTLEMENT FUND  
4 WOULD BE SOMETHING AROUND 12.6 MILLION.

5 THE COURT: OKAY.

6 MR. JOHNSON: THE ESTIMATED RECOVERY, THE AVERAGE  
7 WOULD BE 1,256. THE MEDIAN RECOVERY, YOUR HONOR, WOULD BE 649.  
8 AND, YOU KNOW, FOR EXAMPLE, JUST TO GIVE YOU AN IDEA OF WHAT  
9 THE RECOVERY WOULD BE FOR SOME FOLKS, IF YOU HAD AN EMPLOYEE  
10 WHO WORKED AT MORE THAN ONE OF THE DEFENDANTS IN THE CLASS IN  
11 ONE OF THE POSITIONS IN THE CLASS DEFINITION, THEY WORKED THERE  
12 FOR TWO YEARS AND MADE 75,000, THEY WOULD GET 376. AND IF YOU  
13 HAD AN EMPLOYEE THAT WORKED AT ONE OF THE DEFENDANTS' OR MORE  
14 OF THEM FOR FIVE YEARS AND MADE AN AVERAGE OF \$150,000 A YEAR,  
15 THEY WOULD RECEIVE A PAYOUT OF 1,880 TO GIVE YOU JUST AN IDEA  
16 OF WHAT THE RECOVERY WOULD BE FOR SOME CLASS MEMBERS.

17 THE COURT: UH-HUH. THE LITIGATION EXPENSES WERE  
18 3.699,834.91.

19 MR. JOHNSON: THAT'S FROM HIGH-TECH, YOUR HONOR?

20 THE COURT: YES. THERE WERE ACTUALLY TWO  
21 SETTLEMENTS.

22 THE CLERK: THAT WAS THE FIRST ONE. DO YOU WANT ME  
23 TO FIND THE SECOND ONE?

24 THE COURT: NO, THAT'S OKAY. WELL, MY RECOLLECTION  
25 WAS THAT IT WAS FOUR, BUT IT'S FINE.

1 MR. KIERNAN: YOUR HONOR, I THINK IT WAS -- I'M JUST  
2 LOOKING AT THE PREVIOUS HEARING, I THINK IT WAS 3.7 -- WHAT YOU  
3 HAD 3.699,844?

4 THE COURT: YES, THAT LOOKS LIKE IT WAS RIGHT. AND  
5 PLAINTIFFS' COUNSEL IS RIGHT, THERE WAS A \$5 MILLION ATTORNEY'S  
6 FEES PLUS REIMBURSEMENT OF THE 3.7 FOR A COMBINED TOTAL OF  
7 8.699,844 IN ADDITION TO ALL OF THE SERVICE AWARDS.

8 OKAY. SO TELL ME HOW YOUR ESCHEATMENT IS GOING TO WORK.  
9 WHEN ARE YOU GOING TO DETERMINE WHETHER TO TRY A FURTHER  
10 DISBURSEMENT TO THE CLASS AND IS YOUR ESCHEATMENT THE SAME AS  
11 THE PREVIOUS PRELIMINARY APPROVAL WHERE IT GOES TO SOME STATE  
12 FUND TO BE HELD FOR THE RECIPIENT OR DOES IT GO TO JUST SOME  
13 OTHER STATE AGENCY? HOW DOES THAT WORK?

14 MR. JOHNSON: YOUR HONOR, WE WOULD DO A FIRST  
15 DISTRIBUTION. IF THERE WAS REMAINING FUNDS, WE WOULD MAKE A  
16 JUDGMENT CALL THEN I THINK AS TO WHAT TO DO. IF IT MADE SENSE  
17 TO DO AN ADDITIONAL DISTRIBUTION, WE WOULD.

18 AND THE ESCHEATMENT WORKS, I THINK, IN THE SAME WAY AS YOU  
19 HEARD IN THE OTHER CASE JUST THAT YOU HEARD JUST EARLIER.

20 THE COURT: OKAY.

21 MR. JOHNSON: FOLKS HAVE A, DEPENDING ON STATE LAW,  
22 AN OPPORTUNITY TO CLAIM THOSE FUNDS.

23 THE COURT: OKAY. YOU KNOW, IN THE \$20 MILLION  
24 SETTLEMENT, THE SERVICE AWARDS WERE 20,000. I WAS JUST  
25 WONDERING WHY THE SERVICE AWARDS HERE ARE 10,000.

1 MR. JOHNSON: I DON'T KNOW THAT WE HAD ANY HUGE  
2 RATIONALE BEHIND THAT, YOUR HONOR. IF YOU WANTED TO AWARD  
3 20,000 NOW, I THINK THAT'S FINE WITH THE PLAINTIFFS. WE DON'T  
4 ANTICIPATE THIS BEING NECESSARILY THE LAST INCENTIVE PAYMENT  
5 THAT WE MIGHT ASK FOR IF THE CASE GOES WELL.

6 THE COURT: WELL, I WAS JUST WONDERING BECAUSE THAT  
7 WAS THE INITIAL LUCAS FILM, PIXAR, INTUIT SETTLEMENT, AND I WAS  
8 JUST CURIOUS.

9 OKAY. I'M LOOKING AT -- THE ADDITIONAL EXPENSES ARE 1.2  
10 SO IT WORKED OUT TO BE 4.9 TOTAL IN HIGH-TECH.

11 THANK YOU, MS. SAKAMOTO.

12 OKAY. IN THE BLUE SKY MOTION IT SAYS THAT BLUE SKY WILL  
13 TAKE NO CONDITION ON THE PLAINTIFFS' ATTORNEY'S FEES, EXPENSES.  
14 BUT IT DOESN'T LOOK LIKE -- AND THERE WAS A SECTION THAT IS  
15 CITED, BUT THAT SECTION DOESN'T HAVE IT.

16 PARAGRAPH 3 IS WHAT IS CITED. I GUESS YOU'LL HAVE TO WORK  
17 THAT OUT AMONGST YOURSELVES.

18 MR. JOHNSON: SO IT REFERS TO PARAGRAPH 3 OF THE  
19 SETTLEMENT AGREEMENT, YOUR HONOR.

20 THE COURT: UH-HUH, SECTION 6(A).

21 MR. JOHNSON: THAT MIGHT BE JUST A TYPO, YOUR HONOR.  
22 I THINK THAT CLAUSE IS IN HERE IN THE BLUE SKY SETTLEMENT  
23 AGREEMENT SOMEWHERE.

24 THE COURT: IT'S JUST IN A DIFFERENT SECTION.  
25 THAT'S FINE. YOU KNOW, THAT'S UP TO YOU ALL HOW YOU DEAL WITH

1 THAT. THAT WOULDN'T BE A BASIS TO AFFECT OWNER APPROVAL. AND  
2 IF THERE'S AN EQUIVALENT PROVISION IN THE SONY AGREEMENT,  
3 YOU'LL HAVE TO LOOK FOR THAT.

4 IT SOUNDS LIKE YOU'RE GOING TO BE REQUESTING A PERCENTAGE  
5 OF THE FUND; RIGHT?

6 MR. JOHNSON: THAT'S OUR CURRENT POSITION, YOUR  
7 HONOR.

8 THE COURT: OKAY. AND HAVE DISNEY AND DREAMWORKS  
9 GIVEN YOU THE CLASS MEMBER CONTACT INFORMATION SO THAT YOU CAN  
10 SEND THIS COMBINED OR SEPARATE NOTICE OUT?

11 MR. JOHNSON: SO ALL OF THE DEFENDANTS HAVE TO GIVE  
12 US OR GIVE DIRECTLY TO THE CLAIMS ADMINISTRATOR DATA SO WE CAN  
13 SEND THE NOTICE OUT.

14 THE COURT: OKAY.

15 MR. JOHNSON: THE DEADLINE IN THE ORDER IS 20 DAYS  
16 AFTER YOU PRELIMINARILY APPROVE THE SETTLEMENTS SO THAT'S WHEN  
17 THEY WOULD DO THAT.

18 THE COURT: ALL RIGHT. WELL, LET'S GO THROUGH SOME  
19 OF THE DOCUMENTS.

20 YOU HEARD WHAT I SAID TO THE PREVIOUS PARTIES. I DON'T  
21 SEE WHY OBJECTIONS NEED TO BE SIGNED UNDER PENALTY OF PERJURY.  
22 I DON'T KNOW IF IT'S ONLY BECAUSE YOU'RE REQUESTING THAT IF YOU  
23 GET A PROFESSIONAL OBJECTOR THEY IDENTIFY ALL OF THE OBJECTIONS  
24 THAT THEY HAVE ASSERTED IN THE LAST FIVE YEARS.

25 IS THAT WHAT --

1 MR. JOHNSON: IT MAY HAVE BEEN GEARED TOWARDS THAT,  
2 YOUR HONOR, BUT WE HAVE NO PARTICULAR DOG IN THE HUNT ABOUT  
3 THAT CLAUSE. WE CAN STRIKE IT.

4 THE COURT: OKAY. THANK YOU. I WOULD LIKE YOU TO  
5 DO THAT. AND THAT WOULD HAVE TO BE BOTH IN THE SETTLEMENT AND  
6 IN THE NOTICE.

7 I ALSO, AS YOU HEARD WITH THE COATES CASE THAT CAME BEFORE  
8 YOU THIS AFTERNOON, I DON'T REQUIRE OBJECTIONS BE FILED AND  
9 SERVED. IF YOU WANT TO USE A SIMILAR LANGUAGE THAT I PROPOSED  
10 TO THE PREVIOUS PRELIMINARY APPROVAL MOTION THIS AFTERNOON, YOU  
11 CAN HAVE THEM MAIL THEIR WRITTEN OBJECTION TO MY CASE SYSTEM  
12 ADMINISTRATOR WHO CAN THEN FILE IT AND PLACE IT ON ECF SO WE'LL  
13 ALL GET NOTICE AT THE SAME TIME.

14 MR. JOHNSON: YOUR HONOR, I THINK THAT'S WHAT WE  
15 HAVE NOW. IF YOU LOOK AT, I THINK, IT'S AT THE NOTICE THAT WE  
16 FILED WITH SONY AT THE BOTTOM OF WHAT IS PAGE 37 ACCORDING TO  
17 ECF WE HAVE CLASS ACTION CLERK INSTEAD OF CASE ADMINISTRATOR.

18 THE COURT: WELL, BUT -- YES, IT'S A LITTLE BIT  
19 CONFUSING IN YOUR SETTLEMENT AGREEMENTS. LET ME GO TO PAGE 7  
20 OF YOUR BLUE SKY AGREEMENT.

21 MR. JOHNSON: OKAY.

22 THE COURT: IT SAYS OBJECTIONS MUST BE FILED WITH  
23 THE COURT WITH COPIES SERVED ON CLASS COUNSEL AND BLUE SKY'S  
24 COUNSEL ON OR ABOUT 45 DAYS AFTER THE NOTICE WAS INITIALLY  
25 MAILED TO CLASS MEMBERS.



1           SO, I MEAN, THE LANGUAGE SAYS FILED SO I DON'T KNOW IF WE  
2           CAN READ FILE LOOSELY TO MEAN THAT YOU JUST MAIL IT IN AND THE  
3           CLERK'S OFFICE FILES IT BUT WHEN YOU USE LANGUAGE LIKE FILED  
4           AND SERVED, IT DOES HAVE SPECIFIC LEGAL MEANING.

5           MR. JOHNSON: PLAINTIFFS HAVE NO OBJECTION TO DOING  
6           IT HOW WE ACTUALLY HAVE IT IN THE NOTICE. I WAS UNAWARE THAT  
7           WE HAD DONE THAT IN THE SETTLEMENT.

8           THE COURT: AND IT'S THE SAME THING IN THE SONY  
9           AGREEMENT ON PAGE 7.

10          MR. JOHNSON: OKAY.

11          THE COURT: BUT YOU HAVE -- AT LEAST IN THE SONY  
12          AGREEMENT YOU SAY THAT UNLESS THE COURT PROVIDES OTHERWISE,  
13          OBJECTIONS MUST BE FILED WITH THE COURT WITH COPIES SERVED ON  
14          CLASS COUNSEL, SONY PICTURES' COUNSEL, AND POSTMARKED ON OR  
15          BEFORE 45 DAYS AFTER THE NOTICE OF THE INITIALLY MAILED CLASS  
16          MEMBERS.

17          SO WITH THE SONY AGREEMENT, I THINK WE CAN CHANGE OR AT  
18          LEAST CLARIFY HOW THE OBJECTIONS HAVE TO BE SUBMITTED TO THE  
19          COURT.

20          I DON'T KNOW WHAT THE BLUE SKY AGREEMENT DOESN'T HAVE THAT  
21          UNLESS OTHERWISE ORDERED BY THE COURT SO THAT --

22          MR. JOHNSON: WE CAN JUST FIX THAT, UNLESS THERE'S  
23          AN OBJECTION.

24          THE COURT: YOU CAN HAVE A CLAIM CONSTRUCTION ON  
25          FILE THAT IT MEANS THAT YOU MAIL IT IN.

1 MR. PITT: THAT'S FINE WITH US, YOUR HONOR. WE  
2 DON'T HAVE ANY PARTICULAR PREFERENCE AND THERE'S NO MAGIC TO  
3 THAT LANGUAGE IN THERE. SO I THINK WE'RE HAPPY TO DEAL WITH IT  
4 IN WHATEVER WAY YOUR HONOR WANTS.

5 THE ONE THING IS THAT I WOULD HOPE THAT IT WOULDN'T BE A  
6 CHANGE TO THE AGREEMENT THAT WOULD NECESSITATE AN ADDITIONAL  
7 ROUND OF CAFA NOTICES. THAT WOULD BE GOOD. BUT OTHER THAN  
8 THAT, WE'RE PERFECTLY WILLING TO FILE A NOTICE OF CONSTRUCTION  
9 OR WHATEVER YOU WOULD LIKE TO DO.

10 MR. JOHNSON: YOUR HONOR, I THINK IT'S IMPLICIT THAT  
11 THE COURT ORDERS KIND OF SUPERCEDE THAT. SO WE CAN PUT THAT IN  
12 THE PROPOSED ORDER TO YOU, YOUR HONOR, THAT WE WOULD SUBMIT  
13 WITH THE AMENDED NOTICE ON WEDNESDAY. THERE'S JUST A COUPLE OF  
14 CHANGES TO THE PROPOSED ORDER THAT WE SUBMITTED THAT WOULD NEED  
15 TO BE -- WE WOULD NEED TO DO IT IN LIGHT OF COMBINING THE  
16 LITIGATION NOTICE WITH THE SETTLEMENT NOTICES.

17 THE COURT: SURE. OKAY. SO LET'S JUST GO THROUGH  
18 SOME SMALL NITS ON -- WELL, WHICH DOCUMENT IS ACTUALLY GOING TO  
19 BE SENT IN THE E-MAIL AND WHAT IS GOING TO BE SENT BY MAIL?

20 IS IT THE POSTCARD ONE THAT IS GOING TO BE SENT IN THE  
21 MAIL AND THEN THE LONG ONE IS GOING TO BE E-MAILED OR VICE  
22 VERSA OR WHAT?

23 MR. JOHNSON: I DON'T KNOW THAT WE'RE -- I DON'T  
24 KNOW THAT WE'RE GOING TO USE THE POSTCARD, YOUR HONOR. WE'RE  
25 GOING TO E-MAIL THE LONG FORM, AND WE'RE GOING TO MAIL THE LONG

1 FORM.

2 IF WE NEED THE POSTCARD TO DO SOME SORT OF INTERNET  
3 ADVERTISING, WE WOULD LIKE TO HAVE IT THERE.

4 BUT THE LONG FORM NOTICE IS WHAT WE SHOULD FOCUS ON.

5 THE COURT: OKAY. SO YOU MAY NOT DO THE SHORT ONE,  
6 THE POSTCARD ONE?

7 MR. JOHNSON: I DON'T CURRENTLY ANTICIPATE THAT WE  
8 ARE GOING TO USE IT.

9 THE COURT: OKAY. BUT THE LONG FORM WILL BE  
10 E-MAILED AND SNAIL MAILED?

11 MR. JOHNSON: SNAIL MAILED TO THE FOLKS THAT WE  
12 DON'T HAVE AN E-MAIL FOR.

13 THE COURT: OKAY. GOT IT. OKAY. WELL, LET'S DO  
14 THE POSTCARD JUST IN CASE YOU HAVE ANY.

15 MR. JOHNSON: OKAY. I THINK WE SHOULD LOOK AT THE  
16 NOTICES THAT ARE ATTACHED TO THE SONY MOTION SINCE THEY WERE  
17 SUBSEQUENT, YOU KNOW, THEY COMBINED THE SETTLEMENT NOTICES AND  
18 WITH POSTCARD AND LONG FORM.

19 THE COURT: OKAY. IS THAT 273-3?

20 MR. JOHNSON: YES.

21 THE COURT: OKAY. GOOD. THAT'S WHAT I'M LOOKING  
22 AT, TOO.

23 MR. JOHNSON: OKAY. GREAT.

24 THE COURT: AND LET'S DO THE POSTCARD FIRST.

25 MR. JOHNSON: OKAY.

1 THE COURT: I HAD JUST A COUPLE OF COMMENTS. I  
2 THOUGHT IT WAS KIND OF CONFUSING WHEN WE TALKED ABOUT YOUR  
3 RIGHT TO PURSUE A LATER LAWSUIT AGAINST BLUE SKY, SONY PICTURES  
4 OR ANY RELATED ENTITIES.

5 MY CONCERN IS THAT WHEN I THOUGHT OF ANY RELATED ENTITIES,  
6 I THOUGHT OF ANY OTHER NON-SETTLING DEFENDANTS.

7 AND I THINK THAT'S KIND OF CONFUSING.

8 MR. JOHNSON: OKAY.

9 THE COURT: IT WOULD BE CLEARER IF YOU INTEND TO  
10 MEAN FOX ENTERTAINMENT GROUP FOR BLUE SKY, THEN I WOULD RATHER  
11 PUT THAT IN, BLUE SKY, ITS PARENT COMPANY FOX ENTERTAINMENT  
12 COMPANY, LLC, AND SONY PICTURES BECAUSE LATER ON IN THE  
13 DOCUMENT YOU THEN INCLUDE IN THE DEFINITION OF THOSE ENTITIES,  
14 YOU KNOW, SONY AND BLUE SKY, THEIR PARENTS, THEIR DIRECTORS.

15 DO YOU SEE WHAT I'M SAYING?

16 MR. JOHNSON: YEAH, I SEE WHAT YOU'RE SAYING. MAYBE  
17 IF WE SAID SONY RELATED ENTITIES AND BLUE SKY RELATED ENTITIES?  
18 WOULD THAT MAKE IT MORE SPECIFIC ENOUGH? I GUESS I WANT TO  
19 ENCOMPASS THE RELEASED PARTIES A LITTLE BIT MORE THAN JUST  
20 MENTIONING THE OTHER SPECIFIC ENTITIES. IT'S DIFFICULT IN A  
21 POSTCARD, YOUR HONOR.

22 THE COURT: THAT'S FINE. THAT'S FINE. JUST AS LONG  
23 AS IT DOESN'T GET CONFUSING. I IMMEDIATELY THOUGHT OF THE  
24 OTHER DEFENDANTS.

25 OKAY. THAT'S FINE. I MEAN, THE THING IS THAT THE LONG

1 FORM, WHEN IT DEFINES THE BLUE SKY STUDIO RELEASE AND DEFINES  
2 THE SONY PICTURES RELEASE, THAT'S WHERE IT LISTS EVERYBODY.

3 MR. JOHNSON: RIGHT.

4 THE COURT: SO YOU KIND OF ALREADY HAVE IT IN THE  
5 LONG FORM AND THAT'S WHY I DON'T KNOW IF YOU REALLY --

6 MR. JOHNSON: THEORETICALLY SOMEONE WHO SEES A  
7 POSTCARD, I THINK THIS WOULD BE VERY FEW, IF ANY, FOLKS THAT  
8 WOULD SEE THE POSTCARD, EVEN IF WE ARE GOING TO USE IT AND THEN  
9 THEY WOULDN'T BE GIVEN DIRECT NOTICE, I MEAN --

10 THE COURT: THAT'S FINE. IF YOU WANT TO PUT  
11 BLUE SKY, BLUE SKY RELATED ENTITIES, SONY PICTURES AND SONY  
12 RELATED ENTITIES, THAT'S FINE.

13 MR. JOHNSON: YEAH, WE'LL DO THAT.

14 THE COURT: AND JUST GO AHEAD AND DO THAT.

15 YOU'RE GOING TO CLARIFY THIS SAYS ALL COMMENTS AND  
16 OBJECTIONS MUST BE FILED WITH THE COURT OR POSTMARKED. YOU'LL  
17 CLARIFY THAT; RIGHT?

18 MR. JOHNSON: YES.

19 THE COURT: OKAY. AND I FOUND THE PARTIAL  
20 SETTLEMENT VERY CONFUSING BECAUSE IT'S ALMOST ASSUMING THAT THE  
21 REMAINING DEFENDANTS ARE GOING TO SETTLE WHICH, YOU KNOW, WE  
22 DON'T KNOW THAT.

23 AND I KNOW YOU DEFINE PARTIAL SETTLEMENT IN THE LONG FORM.  
24 BUT AS YOU SAID, SOMEONE MIGHT JUST READ THIS POSTCARD, AND I'M  
25 LOOKING AT YOU DON'T HAVE TO PAY CLASS COUNSEL TO PARTICIPATE.

1       THEY WILL ASK THE COURT TO AWARD FEES AND COSTS TO BE PAID OUT  
2       OF THE PARTIAL SETTLEMENT WHICH WHEN I FIRST READ IT, I READ  
3       THE POSTCARD BEFORE I READ THE LONG FORM. I THOUGHT, OH,  
4       THEY'RE ONLY GOING TO BE ASKING ATTORNEY'S FEES FOR ONLY A PART  
5       OF THE SETTLEMENT FUND. THAT'S HOW I INTERPRETED IT.

6               AND AS YOU SAID, PEOPLE WHO READ THE POSTCARD ARE NOT  
7       NECESSARILY GOING TO GO AND READ THE DEFINITION OF A PARTIAL  
8       SETTLEMENT IN THE LONG FORM SO I FOUND THAT CONFUSING.

9               MR. JOHNSON: SO TRY TO WORK ON THAT SENTENCE?

10              THE COURT: YES. AND I DON'T THINK IT'S REALLY TRUE  
11       THAT THEY'RE NOT GOING TO PAY FOR THEIR COUNSEL. THEY ARE.  
12       THEY'RE JUST PAYING IT INDIRECTLY TO THE SETTLEMENT FUND SO IF  
13       THERE'S ANOTHER WAY THAT YOU CAN PHRASE THAT.

14              MR. JOHNSON: I THINK WE CAN STRIKE -- YEAH, STRIKE  
15       THE SENTENCE THAT YOU DON'T HAVE TO PAY CLASS COUNSEL TO  
16       PARTICIPATE, SURE.

17              THE COURT: YES. YOU CAN JUST SAY, YOU KNOW, CLASS  
18       COUNSEL WILL REQUEST TO BE REIMBURSED FOR ITS FEES AND COSTS  
19       FOR THE SETTLEMENT FUND OR JUST SOMETHING LIKE THAT. OKAY.

20              MR. JOHNSON: OKAY.

21              THE COURT: SO THAT WAS IT FOR THE POSTCARD. LET'S  
22       GO TO THE LONG FORM. AND THIS IS PROBABLY -- AND THESE ARE  
23       REALLY SMALL NIT PICKS, BUT I WASN'T SURE WHEN WE SAY IF YOU DO  
24       NOTHING, YOU'LL WAIVE ANY RIGHTS TO PURSUE A LATER LAWSUIT OF  
25       YOUR OWN.

1 I JUST WASN'T SURE WHAT THE LATER IS MEANING. I WOULD  
2 JUST SAY TO PURSUE A LAWSUIT ON YOUR OWN.

3 MR. JOHNSON: OKAY. YOU'RE ON PAGE 30, YOUR HONOR?

4 THE COURT: YES, 30 OF 44. I WOULD TAKE THE "LATER"  
5 OUT.

6 MR. JOHNSON: STRIKE THE "LATER" IN THE FIRST BOX  
7 THERE?

8 THE COURT: YES. I WOULD ALSO TAKE IT OUT, GOING  
9 BACK TO THE POSTCARD, IT IS IN THE SECOND SENTENCE OF WHAT ARE  
10 MY OPTIONS, IT SAYS IF YOU DO NOTHING, YOU WILL WAIVE ANY RIGHT  
11 TO PURSUE A LAWSUIT AGAINST BLUE SKY AND THEIR ENTITIES, ET  
12 CETERA.

13 OKAY. AND THEN YOU'RE GOING TO TAKE OUT UNDER PENALTY OF  
14 PERJURY ON PAGE 30 OR 44?

15 MR. JOHNSON: YEP.

16 THE COURT: AND I DON'T KNOW, I WOULD JUST ASK YOU  
17 TO THINK ABOUT THIS PARTIAL SETTLEMENT. I MEAN, THE  
18 EXPLANATION IS CLEAR IN PARAGRAPHS 4 AND 5 ON PAGE 32 OF 44 BUT  
19 ON THE POSTCARD IT DOESN'T MAKE A LOT OF SENSE BECAUSE THERE'S  
20 NO EXPLANATION AS TO WHY IT'S PARTIAL. ANYWAY, I WOULD JUST  
21 ASK YOU TO CONSIDER THAT.

22 MR. JOHNSON: OKAY.

23 THE COURT: NOW, I NOTICE THAT CLASS COUNSEL YOU  
24 DIDN'T GIVE ANY PHONE NUMBERS. AND, YOU KNOW, WHILE THIS CLASS  
25 PROBABLY INCLUDES PEOPLE WHO HAVE E-MAILS AND E-MAIL ACCOUNTS,

1 THERE'S JUST NO PHONE NUMBER.

2 AND WHAT CONCERNS ME IS ON THE LAST PAGE, PAGE 39 OF 44  
3 AND PARAGRAPH 28, GETTING MORE INFORMATION, IT SAYS, WELL, IF  
4 YOU HAVE MORE INFORMATION, YOU CAN CONTACT CLASS COUNSEL, SEE  
5 QUESTION 17 FOR CONTACT INFORMATION.

6 BUT VISIT THE OFFICE OF THE CLERK OF THE COURT FOR THE  
7 U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT CALIFORNIA, 280  
8 SOUTH FIRST STREET, SAN JOSE, CALIFORNIA BETWEEN 9:00 TO 4:00  
9 P.M. MONDAYS THROUGH FRIDAY, AND INCLUDING COURT HOLIDAYS.  
10 IT'S LIKE YOU'RE REALLY ENCOURAGING THEM TO COME TO THE CLERK'S  
11 OFFICE AND YOU'RE UNWILLING TO GIVE YOUR OWN CLASS COUNSEL'S  
12 PHONE NUMBER.

13 IT'S LIKE, HUH-UH, I DO NOT WANT 50 PEOPLE COMING TO OUR  
14 CLERK'S OFFICE ASKING ABOUT THIS SETTLEMENT AGREEMENT SO  
15 I --YOU KNOW, FIRST OF ALL, I WOULD GIVE PHONE NUMBERS. OKAY?

16 MR. JOHNSON: OKAY.

17 THE COURT: ON PARAGRAPH 17. I WOULD GIVE PHONE  
18 NUMBERS BECAUSE NOT EVERYONE WILL HAVE AN E-MAIL OR SOME PEOPLE  
19 MAY NEED TO HAVE A DISCUSSION WHICH WOULD BE EASIER TO HAVE  
20 REALTIME.

21 SO I WOULD INCLUDE PHONE NUMBERS. AND THEN I WOULD REPEAT  
22 THAT CLASS COUNSEL INFORMATION IN PARAGRAPH 28. SO IT'S CLEAR  
23 THAT YOUR NUMBER 1 SOURCE IS NOT THE CLERK'S OFFICE OF THE  
24 COURTHOUSE, IT'S CLASS COUNSEL. AND HERE IT'S VERY EASY FOR  
25 YOU TO FIND HOW TO CONTACT THEM IF YOU HAVE ANY QUESTIONS.



1 MR. JOHNSON: WE'LL DO, YOUR HONOR.

2 THE COURT: SO WHAT DO YOU EXPECT PEOPLE TO GET WHEN  
3 THEY VISIT THE CLERK'S OFFICE? DO YOU WANT THEM TO BE --  
4 BECAUSE OUR INTAKE FOLKS ARE NOT GOING TO BE ABLE TO GIVE CLASS  
5 MEMBERS ANY -- I MEAN, OTHER THAN -- I MEAN, I GUESS IF  
6 SOMEBODY WANTS TO REQUEST A FILE, BUT NONE OF IT IS EVEN HARD  
7 COPY, IT'S ALL ON ECF. SO WHAT IS IT THAT YOU'RE INTENDING  
8 THEM TO GET FROM A POOR INTAKE PERSON ON THE SECOND FLOOR ABOUT  
9 THIS SETTLEMENT?

10 MR. JOHNSON: YOUR HONOR, I DON'T KNOW WHY WE  
11 PROPOSED THAT, AND WE CAN STRIKE IT, THE ENTIRE GOING TO THE  
12 CLERK OF COURT. I THINK WE CAN INVITE THEM TO CONTACT CLASS  
13 COUNSEL AND CONSULT THE DOCKET AND LEAVE IT RIGHT THERE.

14 THE COURT: OKAY. THAT'S GOOD. THANK YOU.

15 (PAUSE IN PROCEEDINGS.)

16 THE COURT: ALL RIGHT. WELL, MS. SAKAMOTO SAYS THAT  
17 YOU CAN GET FREE ACCESS TO THE DOCKET IF YOU GO TO THE CLERK'S  
18 OFFICE.

19 MR. JOHNSON: I DIDN'T EVEN KNOW THAT, YOUR HONOR.

20 THE COURT: SO THIS SAYS, YOU KNOW, YOU CAN GO TO  
21 THE WEBSITE. AND HOPEFULLY MOST PEOPLE GO TO THE WEBSITE.

22 MR. JOHNSON: YEP.

23 THE COURT: NUMBER 2. YOU CAN CONTACT CLASS  
24 COUNSEL. AND YOU ARE GOING TO PUT IN CLASS COUNSEL'S NAME,  
25 CONTACT INFORMATION INCLUDING A PHONE NUMBER.

1           3. YOU CAN ACCESS THE COURT DOCKET BY GOING THROUGH  
2 PACER.

3           AND THEN -- BUT LET ME ASK MS. SAKAMOTO, I REALLY DON'T --  
4 I MEAN, FIRST OF ALL, I DON'T THINK MANY PEOPLE WILL COME IN  
5 PERSON, BUT I ALSO CAN'T IMAGINE OUR INTAKE PERSON APPRECIATING  
6 GETTING A BUNCH OF COMMENTS ABOUT THE SETTLEMENT AGREEMENT OR  
7 QUESTIONS OR --

8           THE CLERK: CORRECT.

9           THE COURT: AND THERE'S REALLY NO -- IT'S NOT LIKE  
10 SUPERIOR COURT WHERE THEY ARE ACTUALLY HARD COPY FILED THAT  
11 SOMEONE CAN REQUEST AND PHOTOCOPY. EVERYTHING IS ONLINE HERE  
12 SO IT'S NOT LIKE THEY WILL BE ABLE TO REQUEST A HARD COPY FILE.

13           SO I WOULD SAY TAKE IT OUT. ALL RIGHT. LET'S TAKE IT  
14 OUT.

15           MR. JOHNSON: AND, YOUR HONOR, I DON'T KNOW WHY WE  
16 DON'T HAVE THE CLAIMS ADMINISTRATOR LISTED THERE AND THEIR  
17 CONTACT INFORMATION. WE'LL ADD THAT.

18           THE COURT: YES, THAT TOO. WELL, I'M HOPING THAT  
19 WWW.ANIMATIONLAWSUIT.COM HAS ALL OF THE MAJOR ORDERS.

20           MR. JOHNSON: IT WILL, AND WE'LL KEEP THAT AS THE  
21 FIRST STOP. BUT WE'LL ADD THAT OTHER OPTION.

22           THE COURT: YES, BECAUSE, FRANKLY, SCROLLING THROUGH  
23 THE DOCKET IS NOT AN EASY THING AND TRYING TO FIND INFORMATION  
24 IS NOT AN EASY THING.

25           MR. JOHNSON: TRUE.

1 THE COURT: SO I DON'T THINK A LOT OF FOLKS WILL BE  
2 GOING THROUGH PACER.

3 ALL RIGHT. SO YOU'RE GOING TO ADD CLAIMS ADMINISTRATOR.  
4 IS THIS IN THE AGREEMENT PLAINTIFFS' COUNSEL WILL NOT  
5 RECEIVE ANY PORTION OF THEIR FEES AT LEAST UNTIL THE INITIAL  
6 DISTRIBUTION OF PAYMENTS AND CLASS MEMBERS HAVE BEEN APPROVED  
7 BY THE COURT?

8 MR. JOHNSON: I DON'T REMEMBER WHETHER THAT'S IN THE  
9 AGREEMENT OR NOT, BUT WE'RE FINE MAKING THAT COMMITMENT.

10 THE COURT: OKAY. WELL, I MEAN, IF YOU'RE  
11 REPRESENTING IT IN THE NOTICE AND YOU DON'T DO IT, YOU'RE  
12 PROBABLY GOING TO GET SUED SO YOU MIGHT AS WELL MAKE IT  
13 OFFICIAL AND PUT IT IN.

14 MR. JOHNSON: THERE'S DETERRENCE LESS THAN THAT THAT  
15 WOULD KEEP US FROM VIOLATING THAT.

16 THE COURT: OKAY. WELL, I WOULD -- IF YOU'RE GOING  
17 TO DO A LITTLE -- WELL, I DON'T KNOW HOW YOU WANT TO DEAL WITH  
18 THAT. I DEFER TO YOU ON THAT.

19 MR. JOHNSON: OKAY.

20 THE COURT: AND SO THEN ON PAGE 37 OF 44 YOU'RE  
21 GOING TO TAKE OUT THE PENALTY OF PERJURY.

22 YOU'RE GOING TO CLARIFY THERE IS NO CLASS ACTION CLERK SO  
23 NOBODY WILL KNOW WHO THAT IS AND NOBODY WILL DEAL WITH THAT.

24 SO IF YOU WOULD PLEASE SAY JUDGE KOH'S CASE SYSTEM  
25 ADMINISTRATOR.

1 MR. JOHNSON: CASE SYSTEM ADMINISTRATOR.

2 THE COURT: CASE SYSTEM ADMINISTRATOR, THREE  
3 SEPARATE WORDS. THAT IS AN OFFICIAL TITLE IN THE CLERK'S  
4 OFFICE SO THAT WILL GO TO A SPECIFIC PERSON WHO IS ASSIGNED TO  
5 ME AND HAS THE RESPONSIBILITY FOR TAKING CARE OF THAT.

6 MR. JOHNSON: GOT IT.

7 THE COURT: OKAY. NOW, I JUST NOTE FOR THE  
8 INTENTION TO COME TO THE FAIRNESS HEARING, I THINK PREVIOUSLY  
9 YOU JUST HAD IT BEING MAILED BUT HERE YOU'RE HAVING IT FAXED  
10 AND E-MAILED IN PARAGRAPH 25. I DON'T KNOW IF THAT'S YOUR  
11 INTENTION BUT --

12 MR. JOHNSON: HOLD ON.

13 THE COURT: BUT I THINK IN THE SETTLEMENT AGREEMENT  
14 IT DOESN'T TALK ABOUT FAXING OR E-MAIL. YOU CAN DECIDE HOW YOU  
15 WANT TO DEAL WITH THAT.

16 MR. JOHNSON: I THINK THERE WE SHOULD JUST PULL THE  
17 WORDS FAXED OR E-MAILED BECAUSE IT ONLY GIVES THEM AN OPTION TO  
18 MAIL.

19 THE COURT: OKAY. SO THAT YOU CAN JUST TAKE THAT  
20 OUT.

21 MR. JOHNSON: YEAH, WE'LL CUT THAT OUT.

22 THE COURT: NOW, I, YOU KNOW -- I REALLY WOULD BE  
23 RELUCTANT TO RESCHEDULE A FAIRNESS HEARING SINCE THAT'S WHEN  
24 EVERYONE HAS GOTTEN NOTICE TO COME.

25 MR. JOHNSON: RIGHT.

1 THE COURT: NOW, YOU KNOW, OBVIOUSLY THERE COULD --  
2 YOU KNOW, I HOPE I DON'T HAVE A HEART ATTACK OR SOMETHING WHICH  
3 I WOULD HAVE TO RESCHEDULE IT, BUT I WOULD GENERALLY NOT  
4 RESCHEDULE IT. AND SO I DON'T KNOW IF WE NEED TO TELL THEM  
5 THAT I COULD CHANGE ANY OF THE DEADLINES AT LEAST THIS DOESN'T  
6 SAY WITHOUT NOTICE.

7 I MEAN, OBVIOUSLY IF WE CHANGED ANY OF THE DATES, I WOULD  
8 WANT TO GIVE THEM NOTICE AND WHICH WOULD BE VERY EXPENSIVE, AND  
9 THAT'S WHY I DON'T WANT TO CHANGE ANYTHING BUT --

10 MR. JOHNSON: YOU'RE REFERRING, YOUR HONOR, TO THE  
11 LINE --

12 THE COURT: THE COURT MAY RESCHEDULE THE FAIRNESS  
13 HEARING OR CHANGE ANY OF THE DEADLINES, AND BE SURE TO CHECK  
14 THE WEBSITE FOR NEWS OF ANY SUCH CHANGES.

15 I WOULDN'T UNILATERALLY JUST CHANGE THE DATE IF I COULD  
16 AVOID IT WHICH I REALLY HOPE TO?

17 MR. JOHNSON: IF YOU'RE OF THAT STRONG OF A  
18 CONVICTION, WE CAN STRIKE THE TWO LINES.

19 THE COURT: YES, LET'S -- I MEAN, IF YOU WANT TO  
20 JUST HAVE -- I MEAN, YEAH, I DON'T -- I WOULD BE OKAY WITH  
21 TAKING OUT THIS SECOND SENTENCE, TOO.

22 OKAY. SO THAT WAS IT ON THE -- OKAY. ON THE ATTORNEY'S  
23 FEES, PLEASE SUBMIT YOUR BILLING RECORDS.

24 MR. JOHNSON: WE'LL DO, YOUR HONOR.

25 THE COURT: AND WHEN YOU ULTIMATELY MAKE YOUR

1 REQUEST.

2 AND THEN LET'S SEE WHAT ELSE WAS ON MY LIST.

3 MR. JOHNSON: BY BILLING RECORDS YOU MEAN THE TIME  
4 NARRATIVES, YOUR HONOR?

5 THE COURT: YES.

6 MR. JOHNSON: OKAY.

7 THE COURT: AND I SEE THERE'S A TYPO IN THE MIDDLE  
8 OF PARAGRAPH 22. LET ME SEE ONE SECOND.

9 (PAUSE IN PROCEEDINGS.)

10 OKAY. SO IN PARAGRAPH 22 THAT'S PARAGRAPH 37 OF 44 IT  
11 SAYS, "IN ADDITION IF YOU EXCLUDE YOURSELF THE SETTLEMENTS --"  
12 JUST ADD A "FROM" THERE, PLEASE.

13 MR. JOHNSON: I'M SORRY, YOUR HONOR. WHERE WAS  
14 THAT?

15 THE COURT: SO PARAGRAPH 22 ON PAGE 37, "IN  
16 ADDITION, IF YOU EXCLUDE YOURSELF THE SETTLEMENTS --"

17 MR. JOHNSON: OH, THAT'S A TYPO.

18 THE COURT: YEAH, JUST ADD A "FROM" THERE.

19 MR. JOHNSON: OKAY. THANK YOU. YOUR HONOR, WITH  
20 REGARDS TO THE BILLING RECORDS, WE WOULD SUBMIT THE ACTUAL  
21 NARRATIVES IN CAMERA THAT CONTAIN, YOU KNOW, ATTORNEY-CLIENT  
22 PRIVILEGE MATERIAL.

23 IS THAT A FINE PROCEDURE FOR YOU?

24 THE COURT: WELL, WHAT, IN CASE THERE'S ANY  
25 OBJECTIONS, WHAT -- WOULD YOU BE OKAY IN JUST DOING JUST THE

1 GENERAL OVERALL CATEGORIES AND NAMES AND BILLING RATES  
2 PUBLICLY?

3 MR. JOHNSON: OH, SURE. IT'S JUST THE NARRATIVES  
4 THEMSELVES SOMETIMES CONTAIN, YOU KNOW, THOUGHTS ABOUT STRATEGY  
5 AND VERY CLEARLY PRIVILEGED INFORMATION.

6 WE'RE FINE WITH SUBMITTING THEM TO YOUR HONOR, BUT WE JUST  
7 WANT TO DO THEM IN CAMERA.

8 THE COURT: YES. THAT SHOULD BE OKAY AS LONG AS YOU  
9 HAVE A PUBLIC ONE THAT GIVES ENOUGH INFORMATION SUCH THAT  
10 ANYONE WHO WANTS TO OBJECT CAN OBJECT.

11 SO THAT ONE SHOULD HAVE THE -- YOU SHOULD AT LEAST HAVE  
12 THE CATEGORIES OF ACTIVITIES THAT ARE RELATED, THE HOURLY  
13 BILLING RATE, HOW MUCH TIME EACH LAWYER OR PARALEGAL OR  
14 ASSISTANT SPENT ON THE VARIOUS CATEGORIES OF ACTIVITIES. THAT  
15 CAN BE AN INSERT IN A SUMMARY CHART FORM.

16 BUT THAT SHOULD BE DETAILED ENOUGH THAT SOMEONE CAN OBJECT  
17 IF THEY WANT TO.

18 MR. JOHNSON: WE WILL, YOUR HONOR. THAT'S OUR  
19 NORMAL PRACTICE.

20 THE COURT: OKAY. OKAY. YOU KNOW, SOMETIMES WHEN  
21 YOU HAVE THE WEBSITE, YOU UNDERLINE IT, AND SOMETIMES YOU  
22 DON'T. THIS IS JUST A NITPICKY THING BUT YOU MIGHT AS WELL  
23 JUST HAVE THEM ALL BE THE SAME.

24 MR. JOHNSON: WE'LL DO.

25 THE COURT: OKAY. AND IN THE POSTCARD BUT --

1 MR. JOHNSON: AND, YOUR HONOR, WHEN WE SUBMIT THE  
2 AMENDED NOTICE ON WEDNESDAY, WOULD IT BE HELPFUL FOR YOU TO  
3 E-MAIL A WORD VERSION TO MS. SAKAMOTO?

4 THE COURT: YES, PLEASE, PLEASE, IF YOU WOULD.

5 MR. JOHNSON: WE'LL DO THAT.

6 THE COURT: OKAY. LET ME JUST CHECK MY NOTES. I  
7 THINK I'M DONE.

8 ALL RIGHT. I THINK THAT WAS IT. ALL RIGHT. SO SUBMIT  
9 YOUR REVISED NOTICE, AND WHATEVER ELSE YOU NEED TO DO TO JUST  
10 MAKE THAT SMALL CHANGE TO HAVE THE -- TO NOT REQUIRE FILING AND  
11 SERVICE.

12 NOW, WHAT ABOUT THE DATES?

13 MR. JOHNSON: I THINK THE DATES ALL WORK EXCEPT FOR,  
14 EXCEPT FOR THE DEADLINE FOR NOTICE TO GO OUT.

15 RIGHT NOW THAT WAS 30 DAYS AFTER A CLASS CERTIFICATION  
16 RULING. THAT GOT A LITTLE TOPSY-TURVY BECAUSE OF THE CLASS  
17 CERTIFICATION AND THE MOTION TO AMEND PROCESS.

18 WHAT WE WOULD PROPOSE IS 20 DAYS AFTER THE DEFENSE PRODUCE  
19 THEIR DATA. SO THAT WOULD BE 40 DAYS AFTER YOU PRELIMINARILY  
20 APPROVE, AND WE WOULD PUT THAT IN THE PROPOSED ORDER.

21 THE COURT: YES. CAN YOU JUST PUT WHATEVER YOU  
22 THINK THE NEW PROPOSED SCHEDULE SHOULD BE AND FILE THAT ON  
23 WEDNESDAY AND IT GIVE YOU A DATE OFF OF THAT.

24 MR. JOHNSON: YES. YOU'LL GET THE AMENDED NOTICE  
25 AND THE AMENDED PROPOSED ORDER.



1 THE COURT: OKAY. I'M ASSUMING PROBABLY SOME TIME  
2 IN NOVEMBER. IS THAT NOT RIGHT?

3 MR. JOHNSON: FOR A FAIRNESS HEARING?

4 THE COURT: YES.

5 MR. JOHNSON: THAT SOUNDS RIGHT OFF THE TOP OF MY  
6 HEAD.

7 THE COURT: OKAY.

8 MR. JOHNSON: WE COULD PROPOSE A DATE. I HAVEN'T  
9 DONE THE -- I HAVEN'T WALKED IT OUT IN MY HEAD.

10 THE COURT: OKAY. WELL, WHEN YOU FILE YOUR  
11 DOCUMENTS ON WEDNESDAY, JUST GIVE ME THE NEW TIMELINE, OKAY,  
12 AND IF WE CAN ACCOMMODATE A HEARING CLOSE TO WHATEVER DATE YOU  
13 WANT, WE'LL DO IT.

14 MR. JOHNSON: OKAY.

15 THE COURT: ALL RIGHT. I THINK THAT WAS IT FOR ME.  
16 DID YOU HAVE ANYTHING ELSE? YOU'RE GOING TO MAKE THOSE  
17 CHANGES.

18 MR. FRIEDMAN: YOUR HONOR, JEFF FRIEDMAN FOR  
19 PLAINTIFFS.

20 THE COURT: YES.

21 MR. FRIEDMAN: CAN I INDULGE WITH YOU AND REVISIT  
22 FOR A MINUTE STRIKING THE LANGUAGE IN TERMS OF THE NOTICE IN  
23 WHICH THE COURT CAN CHANGE THE DATE OF THE FINAL APPROVAL  
24 HEARING AND YOUR SUGGESTION THAT WE STRIKE IT?

25 THE COURT: YES.

1 MR. FRIEDMAN: AND I ONLY OFFER IT TO LOOK AT IT  
2 THIS WAY, WHICH IS HAVING IT IN THERE DOES PROVIDE, I THINK,  
3 EVERYONE A DEGREE OF PROTECTION WHICH PUTS -- WE'RE FOCUSSED IN  
4 ON LIKELY THIS APPLYING TO AN OBJECTOR WHO WOULD LIKE TO SHOW  
5 UP. 99 PERCENT OF THE TIME THE ONLY CLASS MEMBER THAT SHOWS UP  
6 IS AN OBJECTOR.

7 THE COURT: YES.

8 MR. FRIEDMAN: THE OBJECTOR, SOMETIMES THERE'S BONA  
9 FIDE OBJECTIONS BUT IN OUR EXPERIENCE YOU HAVE PROFESSIONAL  
10 OBJECTORS WHO ARE LOOKING FOR GROUNDS TO THEN APPEAL WHATEVER  
11 THE COURT'S DECISION IS ON THE OBJECTION.

12 THE COURT: OKAY.

13 MR. FRIEDMAN: AND SO IT IS PROPHYLACTIC FOR  
14 EVERYONE, BECAUSE THE COURT IS RIGHT, THAT IT IS CERTAINLY  
15 BETTER TO PUT THE OBJECTOR ON NOTICE OF THAT POSSIBILITY AND  
16 THE OBJECTOR THEN GOING AND LOOKING TO SEE IF THE COURT ON ECF  
17 HAS CHANGED THE DATE, IF GOD FORBID FOR SOME REASON IT REQUIRES  
18 IT, THEN IT IS THE ALTERNATIVE WHICH IS THE OBJECTOR THEN HAS  
19 GROUNDS TO OBJECT IF HE OR SHE DID NOT HAVE THE OPPORTUNITY OR  
20 SUFFICIENT NOTICE TO BE PRESENT AT THE HEARING.

21 AND SO WE HOPE IT NEVER GETS USED, AND WE AGREE WITH YOU  
22 THAT WE WOULD LIKE TO KEEP THAT DATE, BUT WE THINK THERE'S MORE  
23 DANGER IN NOT HAVING THAT POTENTIAL NOTICE AND THE COURT CAN  
24 OBVIOUSLY, BASED ON UNFORESEEN CIRCUMSTANCES, IF NEED BE, ORDER  
25 SOME TYPE OF A NOTICE TO GO OUT TO THE SPECIFIC OBJECTOR OR

1 OBJECTORS ONCE WE FIND OUT IF THERE ARE ANY.

2 THE COURT: UH-HUH.

3 MR. FRIEDMAN: SO I JUST THINK IT'S SOMETHING THAT  
4 IF IT NEVER GETS USED, GREAT, BUT IT IS A BELT AND SUSPENDER  
5 PROTECTION FOR THE COURT AND FOR ALL PARTIES TO TRY TO LIMIT  
6 COSTS IF THAT EVENT OCCURRED.

7 THE COURT: OKAY. BUT, I MEAN, DO FINAL APPROVAL  
8 HEARINGS GET CHANGED WITHOUT NOTICE TO THE CLASS? HAS THAT  
9 HAPPENED?

10 MR. FRIEDMAN: WELL, I HAVE TO TELL YOU I'VE NEVER  
11 HAD A FINAL APPROVAL HEARING CHANGED.

12 THE COURT: YES.

13 MR. FRIEDMAN: SO I'M ONLY SAYING --

14 THE COURT: BUT IF IT WERE TO HAPPEN, WHICH REALLY,  
15 I'VE NEVER DONE THAT, WOULD YOU GIVE NOTICE TO THE CLASS, OR  
16 NOT, ABOUT THE NEW DATE?

17 MR. FRIEDMAN: YOU WOULD VIS-A-VIS THE ECF.

18 THE COURT: YES.

19 MR. FRIEDMAN: THAT'S HOW YOU WOULD DO IT THROUGH  
20 ECF, NOT THROUGH RE-NOTICING AND SENDING OUT HUNDREDS OF  
21 THOUSANDS OF E-MAILS OR IN THIS CASE 10,000 E-MAILS AND THE  
22 WEBSITE AND EVERYTHING.

23 SO THIS ALLOWS THE COURT TO GIVE NOTICE THROUGH ECF. AND,  
24 AGAIN, AT THAT POINT, YOUR HONOR, MOST LIKELY IT'S THE OBJECTOR  
25 WHO IS SHOWING UP AT THE HEARING, NOT CLASS MEMBERS WHO ARE NOT

1 OBJECTING TO THE SETTLEMENT. SO THAT'S REALLY THE ISSUE IS FOR  
2 THOSE OBJECTORS WHO HAVE A RIGHT TO AT THE HEARING TO NOT  
3 PROVIDE FURTHER GROUNDS TO THE OBJECTOR FOR APPEAL AND, IN  
4 FACT, IN FAIRNESS, GIVE THAT OBJECTOR THE RIGHT AND NOTICE TO  
5 COME --

6 THE COURT: BUT, YOU KNOW, WHAT IS YOUR CONCERN,  
7 THAT YOU MIGHT WANT TO COMBINE IT WITH OTHER -- IN CASE THERE  
8 ARE OTHER SETTLEMENTS YOU MIGHT WANT TO COMBINE IT? OR WHAT IS  
9 YOUR CONCERN? JUST IN THE EVENT THAT THROUGH FORCE MAJEURE, OR  
10 WHATEVER THAT IS CALLED, THAT SUDDENLY WE WON'T BE ABLE TO HAVE  
11 THE FINAL APPROVAL HEARING?

12 MR. FRIEDMAN: ON THE DATE THAT IS IN THE OFFICIAL  
13 NOTICE, YOUR HONOR, CORRECT. THAT'S THE ONLY CONCERN.

14 THE COURT: ALL RIGHT. WELL, WHAT IF WE DID THIS:  
15 YOU'LL HAVE TO WORK OUT THE LANGUAGE, BUT YOU COULD HAVE  
16 SOMETHING LIKE, YOU KNOW, THE FAIRNESS HEARING IS RARELY  
17 RESCHEDULED, BUT IN THE EVENT OF UNFORESEEN CIRCUMSTANCES IT  
18 HAS TO BE, YOU KNOW, YOU SHOULD CHECK THE WEBSITE, YOU KNOW,  
19 FOR ANY NEWS OF ANY SUCH CHANGES. SUCH CHANGE WILL ALSO BE  
20 FILED ON ECF, YOU KNOW, WHATEVER ELSE NOTICE YOU ALL CAN  
21 PROVIDE.

22 I MEAN, WHAT WOULD BE THE COST OF REGIVING NOTICE? I  
23 MEAN, IF YOU HAVE E-MAIL ADDRESSES FOR MOST OF THESE CLASS  
24 MEMBERS, YOU WOULD OBVIOUSLY E-MAIL IT, TOO, RIGHT?

25 MR. FRIEDMAN: WE WOULD. AGAIN, YOUR HONOR, I THINK

1 WE NEGOTIATE --

2 THE COURT: THE ADMINISTRATOR WOULD HAVE TO DO THAT  
3 AND THEY WOULD CHARGE YOU.

4 MR. FRIEDMAN: THEY WOULD, YOUR HONOR. AND I'M JUST  
5 TRYING TO AVOID DIMES COMING OUT OF THE POCKETS OF PEOPLE THAT  
6 AND --

7 THE COURT: WELL, YOU COULD REDUCE YOUR ATTORNEY'S  
8 FEES COSTS.

9 MR. FRIEDMAN: UNDERSTOOD. TRYING TO AVOID  
10 TRANSACTIONAL COSTS ALL THE WAY AROUND, YOUR HONOR.

11 THE COURT: LET ME SEE THE LANGUAGE YOU PROPOSE. AS  
12 LONG AS IT'S SOMETHING THAT SAYS WE HAVE EVERY INTENTION OF  
13 KEEPING THIS FAIRNESS HEARING DATE, AND YOU CAN SAY THE JUDGE  
14 HAS NOT RESCHEDULED ANY HEARING DATES IN THE LAST SIX YEARS,  
15 HOWEVER, IN THE EVENT OF UNFORESEEN CIRCUMSTANCES IT BECOMES  
16 NECESSARY, WE WILL PROVIDE NOTICE IN THE FOLLOWING WAYS:  
17 PLEASE CHECK THIS, THIS, AND THIS TO MAKE SURE.

18 MR. FRIEDMAN: I THINK THE REPRESENTATION THAT WE  
19 WILL POST IT ON THE WEBSITE AND AT THE VERY LEAST X AMOUNT OF  
20 DAYS BEFORE THE HEARING AND SOMETHING ALONG THOSE LINES.

21 THE COURT: BUT, YOU KNOW, IF IT'S AN UNFORESEEN  
22 CIRCUMSTANCE, WE'RE PROBABLY NOT GOING TO GET TWO WEEKS NOTICE  
23 SO.

24 MR. FRIEDMAN: UNDERSTOOD. UNDERSTOOD. WE'LL WORK  
25 ON THE LANGUAGE AND PROPOSE SOMETHING.

1 THE COURT: YOU CAN PROPOSE SOMETHING AS LONG AS  
2 IT'S CLEAR THAT WE'RE NOT GOING TO DO THIS WILLY NILLY; THAT WE  
3 WANT THE CLASS TO KNOW WHEN WE'RE GOING TO COME BACK AND WE  
4 HAVE EVERY INTENTION OF HOLDING THAT DATE.

5 MR. FRIEDMAN: UNDERSTOOD.

6 THE COURT: I'LL TAKE A LOOK AT WHAT YOU FILE.  
7 OKAY. WHAT ELSE? ANYTHING ELSE?

8 MR. FRIEDMAN: NO. THANK YOU, YOUR HONOR.

9 MR. JOHNSON: NO, YOUR HONOR. THAT'S IT.

10 THE COURT: IS THAT IT? MR. PITT, MR. KIERNAN?

11 MR. KIERNAN: NOTHING ELSE.

12 THE COURT: MS. CONWAY?

13 MR. PITT: NOTHING ELSE, YOUR HONOR.

14 THE COURT: OKAY. THANK YOU.

15 MR. FRIEDMAN: THANK YOU, YOUR HONOR.

16 (COURT CONCLUDED AT 3:46 P.M.)  
17  
18  
19  
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25

CERTIFICATE OF REPORTER

I, THE UNDERSIGNED OFFICIAL COURT REPORTER OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, 280 SOUTH FIRST STREET, SAN JOSE, CALIFORNIA, DO HEREBY CERTIFY:

THAT THE FOREGOING TRANSCRIPT, CERTIFICATE INCLUSIVE, IS A CORRECT TRANSCRIPT FROM THE RECORD OF PROCEEDINGS IN THE ABOVE-ENTITLED MATTER.

A handwritten signature in black ink that reads "Irene Rodriguez". The signature is written in a cursive, flowing style with a large, decorative flourish at the end of the last name.

IRENE RODRIGUEZ, CSR, RMR, CRR  
CERTIFICATE NUMBER 8074

DATED: SEPTEMBER 14, 2016